



BASSEC, LLC

AV DESIGN/BUILD, COLLABORATION, SERVICES

Standard Terms and Conditions for the Sale of Products or Services

The of sale any Products or Services is expressly conditioned on Buyer's acceptance of the Standard Terms and Conditions herein. Unless otherwise specified in the quotation, the quotation will expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. DEFINITIONS:

"Buyer" means the entity to which Bassec is providing Products or Services under the Contract.

"Seller" means Bassec, LLC.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Standard Terms and Conditions, Seller's final quotation, the agreed scope of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents including the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments in accordance with the Contract.

"Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these Standard Terms and Conditions for the Sale of Products and Services, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon in writing.

"Documentation"

2. DELIVERY AND SHIPPING TERMS:

- (a) Unless explicitly identified on a quote the following terms shall apply: Seller shall deliver to Products to Buyer F.O.B. Origin. Buyer shall pay all delivery costs and charges or pay Sellers standard shipping charges plus handling. Shipping, taxes, handling or custom charges are not included in the Contract price. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt



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receipt of all information necessary to proceed with the work without interruption by Buyer. If Products delivered do not correspond in quantity, type, or price to those itemized in the shipping invoice or documentation, Buyer shall notify Seller within ten (10) days after receipt. Products that have been opened may be subject to a restocking fee in adherence with manufacturer policies.

- (b) Risk of loss shall pass to Buyer upon delivery pursuant to section 2(a).
- (c) If any Products to be delivered under the Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the Products to a storage facility. If Seller places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer and delivery shall be deemed to have occurred; (ii) any amounts payable to Seller upon delivery or shipment shall be due; (iii) a fee of two percent (2%) of the value of the Products will be charged to Buyer; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products available to Buyer for delivery.
- (d) Any liability of Seller's for non-delivery of Products shall be limited to replacing the Products within a reasonable amount of time or adjusting the invoice to reflect the actual quantity delivered.

3. CHANGES.

Buyer may at any time, by written change order, make changes in drawings, designs, specifications, method of shipment or packaging, time or place of delivery, and quantities, or otherwise change the requirements hereof. If any such change causes an increase or decrease in the cost of, or the time required for performance, a corresponding adjustment will be made in the Contract price or delivery schedule.

4. CANCELLATION OF ORDER.

Buyer may cancel its order only with prior written consent of Seller, which may be withheld in its sole discretion. All cancellations are subject to payment to Seller of reasonable and proper charges.

5. SERVICES.

In the event Buyer desires Seller to perform accompanying services it will be performed pursuant to a separate agreement that details the scope and terms of the services.

6. PAYMENT TERMS.

- (a) Terms of payment are net cash thirty (30) days following the date of invoice.



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(b) Buyer shall pay interest on all late payments at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition, Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due and failure continues for thirty (3) days following written notice.

(c) Buyer shall not withhold payment of any amounts due and payable to offset any claim or dispute with Seller.

(d) If Buyer disputes any portion of the invoice, it shall notify Seller in writing within twenty-one (21) days of receipt of invoices, detailing the reason for the dispute, and paying any undisputed amounts. All charges not timely disputed shall be due and payable as identified herein.

7. WARRANTY.

(a) All products are sold only with the warranties provided by the manufacturer of Products, if any. Seller and manufacturer warranties for flat panel display units do not cover "burn-in" or damage from physical abuse. All Products are sold for commercial use only. Service agreements may be purchased to extend warranty eligibility. Warranties shall commence upon shipment as defined in 3(a).

(b) Seller warrants that it has all rights necessary to fulfill the requirements and that its employees, and lower-tier subcontractors are fully qualified to perform. Additionally, it warrants that (i) all Products furnished hereunder shall be free from defects in workmanship and material, (ii) all Services and Products furnished hereunder shall comply with the requirements of the statement of work, and all Documentation.

(c) The Seller shall not be liable for a breach of the warranties set forth in Section 7(a) and Section 7(b) unless: (i) Buyer gives written notice of the defective Products or Services, as the case may be, reasonably described, to Seller within 3 (three) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 7(a) to examine such Products; and (iii) Seller reasonably verifies Buyer's claim that the Products or Services are defective.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 7(a) or Section 7(b) if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Products without the prior written consent of Seller.



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8. COMPLIANCE WITH LAWS:

- (a) By written acceptance of this Order, Seller agrees and warrants that it shall take reasonable steps to ensure the Products are in conformity with all applicable federal, state, and local laws, regulations, and rules including in particular all export laws. However, Buyer acknowledges that Products may be used in various agencies or jurisdictions for various applications subject to disparate regulations and therefore Seller cannot warrant compliance. Buyer shall comply with all applicable laws, regulations and ordinances, including communicating any mandatory Government Contract flow-down clauses.
- (b) If any items are exported from the United States, Buyer assumes responsibility for compliance with U.S. and other applicable trade control laws and regulations. Buyer agrees to indemnify and hold Seller harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations.
- (c) In satisfaction of FAR 52.209-6 ("Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment"), Seller warrants it is not debarred, suspended, or proposed for debarment by the Federal Government.
- (d) Buyer represents and warrants that it shall comply with all applicable anti-bribery and anti-corruption laws and that it has not made, offered, authorized or promised and will not make, offer, authorize, or promise to make, directly or indirectly, any payment (including any monetary payment, loan, donation, gift, in-kind service, or any other thing of value) for the purpose of influencing any act or decision of such government official.

9. **INTELLECTUAL PROPERTY RIGHTS:** In the absence of written agreement to the contrary, Seller holds the copyrights and all rights of property to the offers it has made and the designs, images, drawings, models, software, templates and other goods that it has issued.

In the event the software purchased under this Contract is required to support one of Buyer's Government clients, Seller will transfer any required data rights to the respective end client in accordance with Buyer's Contract.



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10. CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, or discounts disclosed to Seller, whether disclosed orally or accessed in written, electronic or other form or media, and whether or not marked, designed or otherwise identified as “confidential” in connection with this contract is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing. Seller shall be entitled to injunctive relief for any violation of this section and any applicable reasonable attorney fees and costs.

11. ASSIGNMENT.

No assignment or transfer of this Order, in whole or in part, shall be binding upon Buyer without Buyer’s prior written consent.

12. FORCE MAJEURE.

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the Contract, for any failure or delay in fulfilling or performing any term in this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including with limitation, pandemics, epidemics, acts of God, flood, fire, earthquake, explosion, governmental actions, war, riots, national emergency, lockouts, materials or telecommunication breakdown or power outage.

13. INDEMNITY AND LIMITATION OF LIABILITY.

In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue, or profit or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort, or otherwise, regardless of whether such damages were foreseeable and whether or not Seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

In no event shall Seller’s aggregate liability arising out of or related to the Contract, whether arising out of or related to breach of contract, tort or otherwise, exceed the total of the amounts paid to Seller for the Products sold hereunder or, as to services, for the amounts paid to Seller for services performed.



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Buyer shall indemnify Seller from and against claims brought by a third party, arising out of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Buyer in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence.

14. ADEQUATE ASSURANCE.

Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability in the event of (i) Buyer insolvency, (ii) Buyer filing a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Buyer or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves the right to suspend performance until payment or adequate assurance of performance is received.

15. PUBLICITY.

Buyer shall not make nor authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this Order, nor identify Seller as a party to any order, without the prior written consent of Buyer.

16. DISPUTES.

Both parties shall attempt to mutually dispose of good faith disputes concerning questions of fact and/or law arising hereunder. Any dispute that is not settled by the parties shall be decided by a Federal or State court of competent jurisdiction in the Commonwealth of Virginia. Pending resolution of any dispute, Seller agrees to proceed diligently with the performance of this Order.

17. NOTICES.

Any notice or other communication required hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by confirmed facsimile, confirmed overnight delivery, or by first class mail, return receipt requested, postage prepaid, and addressed to the other party at its respective address or facsimile number (as applicable) shown on the Contract. Any notice provided hereunder shall be deemed to have been given and received as shown below:

Type of Delivery	Received
Personally delivered	Immediately upon delivery



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Emailed	Immediately upon delivery confirmation 04 hours after transmission
Mailed by Overnight Delivery	24 hours after mailed
First Class Mail (Return Receipt)	72 hours after mailing

18. SEVERABILITY.

If any term or provision of the Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. SURVIVABILITY: The terms of "Nondisclosure," "Governing Law," "Indemnification," and "Survivability" shall survive the expiration or earlier termination of the Contract.